SHARED SERVICES AGREEMENT
Transition Program

This Shared Services Agreement ("Agreement") for providing a Transition Program is entered into on or about March 30, 2021 by and between the East Haddam Board of Education ("East Haddam") and the Colchester Board of Education ("Colchester") (collectively, "Boards" or "Districts").

WHEREAS, the Boards have the desire to provide a Transition Program for the students in their respective school Districts; and

WHEREAS, the Boards are of the opinion that the Agreement will more effectively and efficiently allow the Boards to provide such a Transition Program to the students of their Districts; and

WHEREAS, the Boards are desirous of establishing this Agreement in accordance with statutory requirements of Connecticut General Statutes Section 10-239k for the purposes of providing the shared services to the Boards of a Transition Program;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Boards, intending to be legally bound, hereby agree as follows:

1.0 **Purpose.** The purpose of the Transition Program is to combine the resources of the two Boards and provide a robust program in all areas of transition programming, including, but not limited to, vocational, leisure and academic programing to meet the needs of students ages 18 to 21 of the respective Districts. The goal of the Transition Program is for students of both Districts to experience a unified program with the resources available by both Districts.

2.0 **Financial Responsibilities of Each District.** Each of the Boards shall pay one-half (50%) of the operational costs of the transition program. It is understood that operational costs include the costs related to the lease, cleaning, utilities and maintenance of the facility in which the Transition Program will be held. East Haddam shall procure and pay the lease for the building and obtain the respective and necessary utility contracts. East Haddam and Colchester shall compare accounting of costs contributed. Based on the accounting of such costs, on January 15th and May 30th, Colchester will remit to East Haddam fifty percent (50%) of the accrued cost.

3.0 Payment shall be made no later than February 15th and June 30th respectively. It is understood that the May 30th accounting shall include an estimate of costs for the June period and if the actual costs are less than the estimated, a refund of such excess monies shall occur.

4.0 **Staffing of the Transition Program.** Each of the Districts shall provide the necessary staff for the Transition Program in proportion to the number of students that each respective District sends to the Transition Program. The employment, of staff shall be the responsibility of the District that provides the particular staff member. In conjunction with this responsibility, each District will be responsible for all legal obligations relating to the employment of such staff including, but not limited to, hiring, supervising, evaluating and training such staff along with the payment of wages, mandatory and approved optional

payroll deductions and tax withholdings, health insurance and other employment benefits, Social Security, workers' compensation and unemployment benefits. As the Transition Program evolves, it may become necessary to consider modifying the staffing arrangement. Any modification to the staffing arrangement shall be made by mutual agreement, in writing and executed by both Boards, and shall be made as an addendum to this Agreement.

5.0 **Miscellaneous Responsibilities of Each District.** Each of the Districts shall be responsible for and complying with all IDEA and Section 504 planning, programming and requirements for the students that the particular District sends to the Transition Program under the terms of this Agreement. Each of the Districts shall be responsible for maintaining all of the necessary liability insurance for its respective staff and students who participate in the Transition Program. Each of the Districts shall be responsible for enforcing their various Board policies as it concerns its staff and students and shall undertake appropriate disciplinary action when necessary and in conformance with those policies. Each District shall be responsible for the transportation of its students to the Transition Program.

6.0 **Tuition Students from Other Districts.** Any tuition students from Districts other than East Haddam and Colchester may be admitted to the Transition Program provided East Haddam and Colchester mutually agree to admit such student(s). If a student from a District other than East Haddam or Colchester is admitted to the program, the tuition for that student's participation shall be based on the following formula: Daily rate = Total projected annual costs (which includes facility costs + staffing costs) divided by eight (8) students divided by 180 days + 25% for administrative costs. The tuition shall be paid to East Haddam and East Haddam shall apply such payments proportionately to offset each District's costs. The districts may mutually agree that the denominator of 8 described above adjusted to reflect changing enrollment.

7.0 **Withdrawal.** Either of the Boards may withdraw from this Agreement by giving written notice to the other Board, through the respective Superintendent of Schools, no later than May 1st of the school year prior to the withdrawal date, of its intent to withdraw on June 30th of the school year in which the notice to withdraw is provided. Withdrawal from this Agreement may only be effectuated with the prior written notice described. Once submitted, a notice of withdrawal shall be irrevocable, unless the remaining District expressly agrees, in writing, to permit such notice to be revoked. A withdrawing Board is obligated to pay its share of all outstanding payments described in Section 2.0 no later than June 30th of the school year in which the notice to withdraw is provided.

8.0 **Provisions for Termination of this Agreement.** This Agreement may be terminated by the mutual written agreement of each of Boards and each Board shall be obligated to pay its share of all outstanding payments described in Section 2.0 at a time mutually agreed to. This Agreement may be terminated by either party due to a material breach of any of the terms of this Agreement. If a party to this Agreement claims there has been a material breach of this Agreement, the claiming party must advise the other party, in writing, of the specific alleged breach and provide the other party with thirty (30) days from the date of the notice to cure the alleged breach. If the breach is not cured within the thirty (30) day time period, this Agreement shall be null and void and all outstanding payments shall become immediately due.

9.0 **Hold Harmless.** East Haddam and Colchester shall indemnify, defend and hold harmless each other from and/or for any and all liability arising from all actions, claims, charges, complaints or lawsuits of any kind, whether at law or in equity, in any forum, arising from or related to any acts or omissions of each Board arising out of or related to this Agreement, including but not limited to any injuries, liabilities, damages, losses, fines, judgments, assessments, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from any misconduct or negligent or wrongful acts (whether of commission or omission) of each Board, its members, officers, representatives, employees or other persons or entities under the supervision or control of either Board while rendering professional services under this Agreement and concerning either Board's failure to perform any of its obligations under this Agreement.

10.0 **Prior Agreement.** The Boards hereby agree that on the effective date of this Agreement, the terms of this Agreement shall supersede all prior contracts, compacts or agreements entered into by and between the Boards, whether written or oral, or policies enacted by any or all of the Boards, regarding the Transition Program.

11.0 **Amendments and Assignments.** This Agreement may not be amended except by a written document approved and signed by each of the Boards. This Agreement cannot be assigned by any of the Boards.

12.0 **Governing Law and Disputes.** This Agreement will be governed by and enforced consistent with the laws of the State of Connecticut. If any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, void and/or unenforceable, such provision shall be of no force and effect, but the enforceability of all remaining provisions of this Agreement shall be unimpaired.

13.0 **Term.** This Agreement shall continue from year to year unless terminated in accordance with the process described in this Agreement.

IN WITNESS WHEREOF, the parties hereto have authorized their designated representatives to set their hand.

East Haddam Board of Education	**Colchester Board of Education**
_____	_____
Chairperson Date	Chairperson Date